

From: guinevere liberty
To: Microsoft ATR
Date: 1/23/02 12:40pm
Subject: Microsoft Settlement

I, as a concerned citizen, must express my concerns regarding the proposed Microsoft Settlement or Proposed Final Judgement (PFJ).

The idea of punishing a monopoly by requiring them to extend their monopoly into the US educational system is incomprehensible and distressing.

Furthermore, I do not support the proposed settlement because I do not think it provides sufficient punishment to balance Microsoft's offenses, nor sufficient incentive to prevent them from doing the same in the future.

Also, some of the definitions are too narrow to fulfill their purpose or do not cover all areas in question. For example:

Definition A: "API"

The Findings of Fact (2) define "API" to mean the interfaces between application programs and the operating system. However, the PFJ's Definition A defines it to mean only the interfaces between Microsoft Middleware and Microsoft Windows, excluding Windows APIs used by other application programs.

For instance, the PFJ's definition of API might omit important APIs such as the Microsoft Installer APIs which are used by installer programs to install software on Windows.

another example:

The PFJ Fails to Prohibit Anticompetitive License Terms currently used by Microsoft :

1. Microsoft discriminates against ISVs who ship Open Source applications

The Microsoft Windows Media Encoder 7.1 SDK EULA states

... you shall not distribute the REDISTRIBUTABLE COMPONENT in conjunction with any Publicly Available Software. "Publicly Available Software" means each

of (i) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software

(e.g. Linux) or similar licensing or distribution models ... Publicly Available Software includes, without limitation, software licensed or distributed under any of the

following licenses or distribution models, or licenses or distribution models similar to any of the following: GNU's General Public License (GPL) or Lesser/Library

GPL (LGPL); The Artistic License (e.g., PERL); the Mozilla Public License; the Netscape Public License; the Sun Community Source License (SCSL); ...

Many Windows APIs, including Media Encoder, are shipped by Microsoft as add-on SDKs with associated redistributable components. Applications that wish to use them must include the add-ons, even though they might later become a standard part of Windows. Microsoft often provides those SDKs under End User License Agreements (EULAs) prohibiting their use with Open Source applications. This harms ISVs who choose to distribute their applications under Open Source licenses; they must hope that the enduser has a sufficiently up-to-date version of the add-on API installed, which is often not the case.

Applications potentially harmed by this kind of EULA include the competing middleware product Netscape 6 and the competing office suite StarOffice; these EULAs thus can cause support problems for, and discourage the use of, competing middleware and office suites. Additionally, since Open Source applications tend to also run on non-Microsoft operating systems, any resulting loss of market share by Open Source applications indirectly harms competing operating systems.

Additionally, there are sections of the PFJ that effectively encourage, rather than dismay, the monopolistic practices in question:

Section III.A.2. allows Microsoft to retaliate against any OEM that ships Personal Computers containing a

competing Operating System but no Microsoft operating system.

Section III.B. requires Microsoft to license Windows on uniform terms and at published prices to the top 20 OEMs, but says nothing about smaller OEMs. This leaves Microsoft free to retaliate against smaller OEMs, including important regional 'white box' OEMs, if they offer competing products.

Section III.B. also allows Microsoft to offer unspecified Market Development Allowances -- in effect, discounts -- to OEMs. For instance, Microsoft could offer discounts on Windows to OEMs based on the number of copies of Microsoft Office or Pocket PC systems sold by that OEM. In effect, this allows Microsoft to leverage its monopoly on Intel-compatible operating systems to increase its market share in other areas, such as office software or ARM-compatible operating systems.

By allowing these practices, the PFJ is encouraging Microsoft to extend its monopoly in Intel-compatible operating systems, and to leverage it into new areas.

Please give serious consideration to these and similar problems with the current version of the Poposed Final Judgement or Settlement.

Thank you very much,

guinevere liberty nell

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```
perl -00lane 'for(map{$F[int rand($=+($(%10+$_>>n+$(%%**$=))]}
@a){$#a>4&&last;$a[$#a++]=(/^\S{1,5}$)/ if $1} push @a,@F[int
rand($>*(($%10*$=)/$#a),rand($=*(($%10)))] for 0..rand($)%10;print "\n",$a=pop @a,"\n","-" x
length($a);while(@a){print join " ", splice(@a,rand($#a+1),rand($)%10)}' /usr/dict/words
#once again a slight improvement (any Aarhus? you tell me)
```

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